

1 Wayne Markis INTERSTATE WIRELESS, INC. 2 D/b/a Handy Page 841 West Fairmont Drive 3 Suite 5 Tempe, Az. 85282-3331 4 Telephone (480)-350-9400 5 Plantiff 6 BEFORE THE ARIZONA CORPORATION COMMISSION 7 COMMISSIONERS 8 JEFF HATCH-MILLER, Chairman 9 WILLIAM A. MUNDEL MARC SPITZER 10 MIKE GLEASON KRISTIN K. MAYES 11 12 IN THE MATTER OF QWEST CORPORATION'S DOCKET NO. T-01051B-06-0175 DOCKET NO. T-02556A-06-0175 APPLICATION FOR ARBITRATION DOCKET NO. T-03693A-06-0175 13 PROCEDURE AND APPROVAL OF INTERCONNECTION AGREEMENTS WITH AZCOM PAGING, INC., SMITH BAGLEY INC., 14 HANDY PAGE, ANSWERPHONE INC., STAR 15 PAGE INC., GLEN CANYON COMMUNICATIONS INC., NEXTEL WEST 16 CORP., WESTERN WIRELESS CORPORATION, TELE-PAGE, INC., WESTSKY 17 WIRELESS, L.L.C. AND PAC WEST TELECOMM INC. PERSUANT TO SECTION 252(B) OF FOR INTERCONNECTION AGREEMENT. 18 THE COMMUNICATIONS ACT OF 1932, AS AMENDED BY THE TELECOMMUNICATIONS ACT 19 OF 1996, AND THE APLICABLE STATE LAWS. 20 21 This Memorandum is submitted to provide the status of the current 22 23 Agreement with Handy Page ("HP"). 24 On March 29, 2006, we appeared before Administrative Law Judge Amy 25 26

MEMORANDUM OF CURRENT STATUS OF NEGOTIATIONS WITH QWEST CORPORATION

negotiations with Qwest Corporation ("Qwest") regarding an Interconnection

Bjelland and advised the court that we had been in contact with Qwest and had actually been negotiating with them on an Interconnection Agreement.

Several letters have been sent to Qwest, along with several telephone conversations on our behalf by our Attorney, Michael Higgs (Higgs Law Group,

27

28

MEMORANDUM OF CURRENT STATUS OF NEGOTIATIONS WITH QWEST CORPORATION FOR INTERCONNECTION AGREEMENT- 1

2

1

3

4

5

7

6

8 9

10

11 12

13

14

15 16

17

18

19

20

21

22

23 24

25

2.6

27

28

LLC), in Washington, D.C. In these communications we have requested negotiations with Qwest on several points, within the "Paging Interconnection Agreement template" that was originally sent to us by Qwest.

As of this day, We still have not received a formal response from Qwest on those negotiation points.

Owest states that the Court should allow Arbitration on this matter, because the parties have not been willing to negotiate. But so far, at least in our case, it is Qwest that seems to be the one that has not been willing to negotiate in good faith.

I believe that the negotiation points that we have raised with Qwest are valid points, within the scope of the Communications Act and that we are not that far off from obtaining a good working Interconnection Agreement.

I am concerned at this time, from the way communications have been going with Qwest, that Qwest seems more interested in demanding that the Court stipulate to us, that, which Qwest is only interested in providing us, rather than actually entering into good negotiations under Section 252, of the Communications Act.

DATED this 10th day of April, 2006.

WAYNE MARKIS